

## **ADDENDUM TO CONTRACT FOR FIRE PROTECTION**

**THIS CONTRACT** is made and entered into this 12th day of December, 2011 between the **CITY OF LONG LAKE**, Hennepin County, Minnesota, and the **CITY OF ORONO**, Hennepin County, Minnesota (herein collectively the "Cities").

**WHEREAS**, the Cities previously entered into an "Agreement and Contract for Fire Protection" dated October 15, 2002 (hereinafter the "Fire Protection Agreement") attached hereto as Exhibit "A"; and

**WHEREAS**, the Cities also previously entered into a "Contract for Joint Ownership" of a new fire station located at 340 Willow Drive, Orono, Minnesota (hereinafter the "Long Lake Fire Station") attached hereto as Exhibit "B"; and

**WHEREAS**, the Contract for Joint Ownership provides that at the time of completion of construction of the Long Lake Fire Station that Long Lake will be responsible for operating and maintaining the fire station, and that the costs incurred by Long Lake for operating and maintaining the fire station building along with the costs associated with the operation of the services provided from the fire station would be reimbursed to Long Lake as part of an amended Fire Protection Agreement using the same cost-sharing formula as is currently in place; and

**WHEREAS**, The Long Lake Fire Station has been built and is operational; and

**WHEREAS**, The Long Lake Fire Department is now providing fire services to the Navarre area of Orono; and

**WHEREAS**, The Long Lake Fire Station #2 has now been built in Navarre, and is operational; and

**WHEREAS**, the Cities desire to add an addendum to the existing Fire Protection Agreement to reflect the provision of fire services to the Navarre area of Orono, and the operational costs related to Fire Station No.2.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein set forth the Cities do hereby agree as follows:

**1. FIRE STATION No. 2 OPERATIONS.** Long Lake agrees to oversee all activities and operations at Fire Station No. 2 under the same terms and conditions as previously agreed to in the existing Fire Protection Agreement. All references in the existing Fire Protection Agreement to the Long Lake Fire Station shall be extended to include Fire Station No. 2.

**2. COSTS AND EXPENSES.** Long Lake will be responsible for operating and maintaining the fire station, and the costs incurred by Long Lake for operating and maintaining the fire station building along with the costs associated with the operation of the services

provided from the fire station will be reimbursed to Long Lake as part of an amended Fire Protection Agreement using the same cost-sharing formula as is currently in place.

3. **DEFINITIONS.** The Cities agree that "City Fire Service Areas" and the "Total Fire Services Areas" have changed to include the Navarre area of Orono, as indicated on the attached map.

4. **SERVICES TO BE RENDERED.** The Cities agree that Paragraph #2 of the existing Fire Protection Agreement is intended to include and cover the services and operations related to the Navarre area of Orono, and Fire Station No. 2.

5. **LONG LAKE OPERATIONAL RESPONSIBILITY.** The Cities agree that Paragraph #8 of the Existing Fire Protection Agreement includes responsibility for managing the operation of Fire Station No. 2.

6. **STATE FIRE AID ALLOCATION AGREEMENT** (2% insurance). The Fire State Aid allocation agreement has been amended to allocate the State Aid related to the Navarre area to the City of Long Lake.

**APPROVED** by the Cities of Long Lake and Orono on the date first above written.

**CITY OF LONG LAKE**

BY: \_\_\_\_\_

Its Mayor

AND \_\_\_\_\_

Its City Administrator

12/07/11

**CITY OF ORONO**

BY: \_\_\_\_\_

Its Mayor

AND \_\_\_\_\_

Its City Administrator